

AMENDMENT #1
PARTICIPATING ADDENDUM
FOR STATE OF TEXAS
(Texas Department of Information Resources)
WESTERN STATES CONTRACTING ALLIANCE
Dell Marketing, L.P.
MASTER PRICE AGREEMENT
92-00151

This Amendment Number 1 is hereby affixed to and shall become part of the above-mentioned Agreement entered between Dell Marketing, L.P. ("Contractor") and the Texas Department of Information Resources ("DIR") on behalf of the State of Texas. This Amendment Number 1, as incorporated in the Agreement, is subject to all terms, conditions, restrictions, and limitations contained in the Agreement not in conflict with this Amendment including the limitation of liability provision. The Agreement is hereby modified as follows:

Term #1. Scope, is hereby restated to read:

The State of Texas, acting by and through the Department of Information Resources (DIR), is the Participating Entity under this Participating Addendum having the authority to enter in this Participating Addendum on behalf of any Texas state agency and local government as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Term #2. Changes. Item b. (Dispute Resolution), is hereby restated to read:

Applicable to State Agency purchases only, for disputes not resolved in the normal course of business or to resolve any claim for breach of contract, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used.

Term #2. Changes. Item g. (Handling of Written Complaints), hereby added:

In addition to other remedies contained in this Agreement, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us

Term #3. Lease Agreements, is hereby amended to read:

Contractor may lease Equipment to Procuring Entities in accordance with the terms and conditions approved by Contractor and DIR under Master Lease Agreements that are in full force and effect with Dell Marketing, L.P. and Dell Financial Services. The DIR Administrative Fee associated with the Master Lease Agreements shall be paid and reported as stated within this Agreement.

All other terms and conditions of the Participating Addendum and Agreement shall remain in full force and effect. This Amendment is effective on the date last signed below.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

DELL MARKETING, L.P.

**THE STATE OF TEXAS, acting
by and through the
DEPARTMENT OF
INFORMATION RESOURCES**

By: Belvis Jimmerson

By: Patrick W. Hogan

Name: Belvis Jimmerson

Name: Patrick W. Hogan

Title: Contract Manager

Title: Director of Business Operations

Date: September 9, 2002

Date: 9/10/02

Legal: [Signature] 9/10/02